



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

October 16, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL TO ACCEPT A
SUBAWARD AGREEMENT NUMBER 2007-031303 FROM THE NATIONAL
ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS AND AN
APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2007-08
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept the attached Subaward Agreement Number 2007-031303, Exhibit I, from the National Association of County and City Health Officials (NACCHO), for DPH's Chronic Disease and Injury Prevention Division, to provide funding to enhance the programmatic activities of The California Endowment Equity Initiative for Fiscal Year (FY) 2007-08, in the amount of \$130,000, effective upon date of Board approval through February 29, 2008, at no net County cost.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to Subaward Agreement Number 2007-031303, to increase or decrease funding up to 25 percent of the base award (or a potential maximum award of \$162,500) 100 percent offset with NACCHO funds, effective upon date of Board approval through February 29, 2008, with an option to extend the term of the Subaward Agreement for an additional 6 months upon approval by NACCHO, at no net County cost, subject to review and approval by County Counsel and the Chief Executive Office and notification of the Board offices.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Approve the Request for Appropriation Adjustment for \$115,000 (Exhibit II) for FY 2007-08. The Appropriation Adjustment will increase Services and Supplies (S&S), which is fully funded by the Subaward Agreement Number 2007-031303 from NACCHO. This will provide DPH with spending authority for FY 2007-08 for the Chronic Disease and Injury Prevention Division, to provide enhanced programmatic activities of the California Endowment Equity Initiative.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommended actions will allow DPH to accept these NACCHO funds for the purposes of obtaining valuable information on health inequities perceived by communities within the County. Specifically, with these funds, DPH will offset departmental administrative costs related to the program and also enter into a temporary personnel services agreement, under delegated authority previously approved by your Board on September 19, 2006, with Public Health Foundation Enterprises (PHFE) Management Solutions.

Under the PHFE temporary personnel services agreement, PHFE staff will assist in conducting community forums, research and literature reviews, developing educational materials and an action plan to focus on needed policies that strengthen the organizational capacity to address root causes of health inequities, and sustaining dialogues with key DPH staff.

The work to be conducted by PHFE staff is temporary and requires a skilled workgroup facilitator with unique qualifications and experience in public health. These skills include: knowledge of training tools and methodology, curriculum development expertise, experience with diverse communities, excellent organizational abilities, strong communication and interpersonal skills that include excellent oral and presentation experience and good problem solving skills. The DPH does not have existing staff with these specialized skills. Due to time constraints and the lengthy recruitment process, hiring county employees would create significant delays in the implementation of project activities.

FISCAL IMPACT/FINANCING

The NACCHO Subaward Agreement Number 2007-031303 provides for \$130,000 in funding which includes \$120,415 in contractual obligation for PHFE, effective upon date of Board approval through February 29, 2008, at no net County cost. The remaining funds of \$9,585 from the NACCHO award will be used to pay for DPH administrative costs during the project period.

The Appropriation Adjustment in the amount of \$115,000 for FY 2007-08 will increase S&S appropriation to provide support for professional services performed on the California Health Equity Project to address root causes of health inequities in a comprehensive manner.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 19, 2006, your Board approved grant-funded temporary personnel services agreements, to provide for various temporary personnel services projects with various terms based on each project but effective for a period no sooner than October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval by County Counsel and the Chief Executive Office of each project's scope of work and budget, at no net County cost. Maxim Staff Solutions, Incorporated (Maxim) and PHFE were both selected to provide contract services to the County. PHFE will be assigned to perform project duties under this action.

In June 2007, DPH received Contract Agreement Number 2007-031303 from NACCHO to develop and strengthen the organizational capacity to address root causes of health inequities in a comprehensive manner, by assessing changes needed for structure, method of practice, and culture through community forums and sustained community dialogues. DPH will develop a plan to address needed policies on health equity by connecting with community agencies and institutions that influence health. DPH will also provide NACCHO with proposed criteria for standards of practice for accreditation and basic competencies in achieving health equity.

Attachment A provides additional information.

County Counsel has approved Exhibits I and II as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

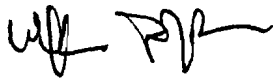
It is expected that information obtained through community forums and sustained community dialogues in developing criteria for standards of practice in achieving health equity, will provide a positive impact on DPH program offices in using methods identified to improve services to communities within the County.

Honorable Board of Supervisors
October 16, 2007
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CONCLUSION

The Department of Public Health requires four signed copies of the Board's action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Public Health, Contracts and Grants Division, at (213) 240-8179 when this document is available.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:RM:bjs

Attachments (3)

c: County Counsel
Director and Health Officer, Department of Public Health

101607_DPH_Subaward

SUMMARY OF SUBAWARD/AGREEMENTS

1. TYPE OF SERVICE:

Enhancement of the programmatic activities of the California Endowment Equity Initiative that will strengthen the organizational capacity to address root causes of health inequities in a comprehensive manner through assessing changes needed for structure, method of practice and culture; conducting community forums on public expectations about health inequities and the role of the Department of Public Health (DPH) Chronic Disease & Injury Prevention Division; developing a plan to address needed policies that link DPH to institutions that influence health; and providing National Association of County and City Health Officials (NACCHO) advice on its development for standards of practice for accreditation and basic competencies in achieving health equity.

2. AGENCY ADDRESS AND CONTACT PERSON:

National Association of County and City Health Officials
1100 17th Street, N.W., Second Floor
Washington, D.C. 20036
Attention: Mr. Richard Hofrichter, Senior Analyst, Health Equity
Telephone: (202) 783-5550 x 211 Facsimile/FAX: (202) 783-1583
Electronic mail (e-mail) address: rhofrichter@naccho.org

PHFE Management Solutions
13200 Crossroads Parkway, North, Suite 135
City of Industry, California 91746
Attention: Mr. Gerald R. Solomon, President and CEO
Telephone: (562) 699-7320 Fax: (562) 692-6950
Electronic mail (e-mail) address:

3. TERM:

The term of the NACCHO Subaward Agreement Number 2007-031303 is effective upon date of Board approval through February 29, 2008.

4. FINANCIAL INFORMATION:

The NACCHO Subaward Agreement Number 2007-031303 provides for \$130,000 in funding which includes \$120,415 in contractual obligation for PHFE Management Solutions, effective upon date of Board approval through February 29, 2008, at no net County cost. The remaining funds of \$9,585 from the NACCHO award will be used to pay 2 percent of an existing full time equivalent Chief Physician II position, including travel and operating expenses during the project period.

The Appropriation Adjustment in the amount of \$115,000 will increase S&S to provide operating expenses support for the existing full time equivalent Chief Physician II position. Under the Chronic Disease and Injury Prevention Division, this support will assist the professional services performed on the California Health Equity Project to address root causes of health inequities in a comprehensive manner.

5. GEOGRAPHIC AREA SERVED:

Countywide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Paul Simon, M.D., M.P.H., Director, Division of Chronic Disease and Injury Prevention

7. APPROVALS:

Department of Public Health:	John F. Schunhoff, Ph.D., Chief Deputy Director
Contracts and Grants:	Gary T. Izumi, Chief
County Counsel (approval as to form):	Maya Lee, Deputy County Counsel

NACCHO CONTRACT # 2007-031303

CONTRACTOR AGREEMENT

This Contractor Agreement is entered on the subscribed day by the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), 1100 17th St., N.W., Suite 200, Washington, DC 20036; (202) 783-5550, (202) 783-1583 FAX, and the following Contractor, hereinafter referred to as "Contractor":

Los Angeles County Department of Public Health
Contractor

95-6000-927W
(Federal Tax ID No.)

313 N. Figueroa St. #212
(Address)

Los Angeles, CA 90012
(City, State and Zip)

(213) 240-7785
(Phone)

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: To enhance the programmatic activities of California Endowment Equity Initiative as described in Attachment I.
2. TERM OF AGREEMENT: The term of the Agreement shall be from March 1, 2007 through February 29, 2008. Expiration of this term or termination of this Agreement shall not extinguish any rights or obligations of the parties which have accrued prior thereto. After closing date, this agreement can be extended and/or supplemented at NACCHO's discretion.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to reimburse the Contractor \$130,000. Payments will be made in arrears, within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as prescribed in Attachment I.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: It is agreed that Contractor shall act as independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, workers' compensation insurance, social security obligations, and similar taxes and levies.
3. INDEMNIFICATION: Contractor agrees to hold harmless and indemnify NACCHO, its

AGREEMENT

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directors, officers, employees, representatives, agents, and contractors against all losses, costs, damages, claims, expenses, or other liability whatsoever including all reasonable attorneys fees arising out of, or connected with Contractor's services under this Agreement, including, but not limited to, any accident or injury to persons or property.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this agreement must be made in writing and signed by the parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition which interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
7. OWNERSHIP OF MATERIALS: All materials submitted or developed by Contractor for NACCHO, including reports, summaries, articles, pictures and art, and any other tangible work product produced by Contractor specifically on behalf of NACCHO during the term of this Agreement (collectively, "Materials") shall, as between Contractor and NACCHO, be deemed NACCHO's property exclusively (subject to any licensed third-party rights retained therein). The obligations of this paragraph shall survive the termination of this Agreement.
8. RESOLUTION OF DISPUTES: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties. If a dispute should arise about an arbitration award, judgment may be entered therein in any court of competent jurisdiction.
9. TERMINATION: Either party may terminate this Agreement after first giving 15 days written notice to the other party. If the Agreement is terminated by NACCHO pursuant to this provision, it will pay Contractor for services rendered through the date of termination.
10. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.
11. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held

AGREEMENT

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void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected.

12. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
13. ADDITIONAL FUNDING: Unless prior written authorization is received from the NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
14. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
15. NOTICE: Contractor should submit all claims for reimbursement, per the provisions of Article I Paragraph 3 of this Agreement, to NACCHO at the following address:

Richard Hofrichter, Senior Analyst, Health Equity
National Association of County and City Health Officials
1100 17th Street, N.W., Second Floor
Washington, D.C. 20036
Tel. (202) 783-5550 x211
Fax (202) 783-1583

NACCHO should submit all claims and correspondence to the Contractor at the following address:

Paul Simon
Director
Division of Chronic Disease and Injury Prevention
Los Angeles County Department of Public Health
313 N. Figueroa St. #212
Los Angeles, CA 90012
Tel: (213) 240-7785

ATTEST: For the mutual consideration described in the provisions of this Agreement, the parties hereto agree to those provisions through the signature, below, of the parties and/or persons who have the authority to bind the parties to this Agreement:

NACCHO:

CONTRACTOR:

Contact Person:

Authorized Signature:

AGREEMENT

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(Richard Hofrichter, Senior Analyst)

Date

John Schunhoff, Deputy Director, Los Angeles
Department of Public Health

Date

Authorized Signature:

Patrick M. Libbey, Executive Director

Date

AGREEMENT

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NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT - ATTACHMENT I

The following outlines the scope of work to be performed under this Contractor Agreement between the National Association of County and City Health Officials (hereinafter "NACCHO") and Los Angeles County Department of Public Health (hereinafter "Contractor"). The provisions governing the completion of this scope of work are detailed in Articles I and II of the Contractor Agreement.

SCOPE OF WORK

During the term of this Agreement, consultant agrees to:

1. Assess changes needed for structure, method of practice, and culture.
2. Conduct 2 community forums in each county on public expectations about health inequities and the role of the PHD
3. Conduct a series of sustained dialogues over the course of three months with key staff in each PHD to gain insight on changing practice
4. Develop a plan to address needed policies, criteria for hiring staff, links with other agencies and efforts on health equity; identifying existing and new areas of work, e.g. land use, housing, that link the PHD to institutions that influence health
5. Represent the process and relevance of taking action on health inequity through issue briefs, liaison with California Department of Public Health, and presentations to local PHDs (throughout 2007)
6. Provide NACCHO advice and respond to its development of a list of and criteria for standards of practice for accreditation and basic competencies in achieving health equity.

SCOPE OF WORK

Project Name: **NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**

OBJECTIVE: To enhance the programmatic activities of the California Endowment Equity Initiative by strengthening the organizational capacity to address root causes of health inequities in a comprehensive manner.

Measurable Objectives	Implementation Activities	Responsibility	Timeline	Methods of Evaluation
Assess changes needed for structure, method of practice, and culture.	<ul style="list-style-type: none"> - Conduct survey of programs in the department regarding current activities - Convene workgroup of 15-20 Public Health staff and schedule six monthly meetings 	<ul style="list-style-type: none"> - Paul Simon - Project Coordinator 	9/07 - 2/08	<ul style="list-style-type: none"> - Analysis of survey results - Minutes of monthly meetings
Conduct 2 community forums in each county on public expectations about health inequities and the role of the PHD.	<ul style="list-style-type: none"> - Solicit participation from two Area Health Offices - Identify and reserve venue - Develop agenda - Identify and invite Public Health staff and community reps to participate in the two forums. - Hold forums - Hold debriefing with Workgroup 	<ul style="list-style-type: none"> - Paul Simon - Project Coordinator 	9/07 - 11/07	<ul style="list-style-type: none"> - Pre and post questionnaire for participants of forums - Written summary of the debriefing
Conduct a series of sustained dialogues over the course of three months with key staff in each PHD to gain insight on changing practice.	<ul style="list-style-type: none"> - Schedule six monthly meetings of the Workgroup 	<ul style="list-style-type: none"> - Paul Simon - Project Coordinator 	9/07 - 2/08	<ul style="list-style-type: none"> - Review minutes of meetings - Follow-up survey of Workgroup participants to assess their intent to incorporate health equity focus into their work.
Develop a plan to address needed policies, criteria for hiring staff, links with other agencies efforts on health equity; identifying existing and new areas of work, e.g. land use, housing that influence the PHD to institutions that influence health.	<ul style="list-style-type: none"> - Analyze results of the Department survey - Assess results of the community forums - Review minutes of the Workgroup meetings - Develop an action plan 	<ul style="list-style-type: none"> - Paul Simon - Project Coordinator 	1/08 - 2/08	<ul style="list-style-type: none"> - Review of the action plan by the Department's Executive Team
Represent the process and relevance of taking action on health inequity through issue briefs, reports with California Department of Public Health, and presentations to PHDs (throughout 2007).	<ul style="list-style-type: none"> - Respond to requests from the California Department of Public Health, Bay Area Regional Health Inequities Initiative (BARHII), and NACCHO 	<ul style="list-style-type: none"> - Paul Simon 	Ongoing	<ul style="list-style-type: none"> - Feedback from the California Department of Public Health, BARHII, and NACCHO
Provide NACCHO advice and respond to its development of a list of and criteria for standards of practice for accreditation and basic competencies in achieving health equity.	<ul style="list-style-type: none"> - Respond to requests from NACCHO 	<ul style="list-style-type: none"> - Paul Simon 	Ongoing	<ul style="list-style-type: none"> - Feedback from NACCHO

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 Division of Chronic Disease and Injury Prevention
 National Association of County and City Health Officials
 Upon Date of Board approval through February 29, 2008

Items	# of FTE	FTE	Mths.	Monthly Salary	Total Budget
I. PERSONNEL					
Chief Physician II	1	5%	12	\$14,882	\$8,929
Employee Benefits 47.4026%					<u>\$4,233</u>
Total Personnel					\$13,162
II. OPERATING EXPENSES					
Supplies/Incentives					\$2,000
*Equipment - computer, printer, scanner					\$1,000
Travel					<u>\$2,876</u>
Total Operating Expenses					\$5,876
III. SUBCONTRACT					
Public Health Foundation Enterprises					
Consultant					\$18,423
Researcher					\$88,065
Travel/Mileage					<u>\$2,500</u>
Subtotal - Public Health Foundation Enterprises					108,988
IV. INDIRECT COST					<u>\$1,974</u>
GRANT TOTAL PROJECT COSTS					<u><u>\$130,000</u></u>

*10/36 of \$3,600 which is the estimated total amount of equipment

BOARD OF
SUPERVISORS
OFFICIAL COPY

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COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. 295
No.

DEPARTMENT OF PUBLIC HEALTH

October 02 2007

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FISCAL YEAR: 2007/08

4-VOTE

SOURCES:

Department of Public Health
A01-PH-91-906A-23450
Local Grants - Other \$115,000
Increase Revenue

Total \$115,000

USES:

Department of Public Health
A01-PH-2000-23450
Services & Supplies \$115,000
Increase Appropriation

Total \$115,000

JUSTIFICATION

This appropriation adjustment is requested to provide spending authority to the Division of Chronic Disease and Injury Prevention Program to provide support for professional services performed on the California Health Equity Project to address root causes of health inequities in a comprehensive manner. This appropriation increase is fully funded by the Subaward Agreement No, 2007-031303 from the National Association of County and City Health Officials (NACHO).

There is no impact on net County cost.

Nanette Herrera ✓

Nanette Herrera

Division Chief, Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

Oct 4, 2007

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY *Barbara Harkaw*

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

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